

* * § 362 INFORMATION COVER SHEET * *

WILLIAM N. SOOLEY, JR. 16-14042-led
 DEBTOR Case No: MOTION #:
 CAG ACCEPTANCE, LLC CHAPTER: 7
 MOVANT

Certification of Attempt to Resolve the Matter Without Court Action:

Moving counsel hereby certifies that pursuant to the requirements of LR 4001(a)(2), an attempt has been made to resolve the matter without court action, but movant has been unable to do so.

Date: 8/02/2016

Signature: JEFFREY G. SLOANE, ESQ.

Attorney for Movant

PROPERTY INVOLVED IN THIS MOTION: 2010 FORD EDGE V6

NOTICE SERVED ON: Debtor(s) ☒; Debtor's counsel ☒; Trustee ☒;

DATE OF SERVICE: 8/09/16

MOVING PARTY'S CONTENTIONS:

The EXTENT and PRIORITY of LIENS:

1st \$14,637.57

2nd

3rd

4th

Other:

Total Encumbrances: \$14,637.57

APPRAISAL of OPINION as to VALUE:

\$11,025.00

DEBTOR'S CONTENTIONS:

The EXTENT and PRIORITY of LIENS:

1st

2nd

3rd

4th

Other:

Total Encumbrances:

APPRAISAL of OPINION as to VALUE:

**TERMS of MOVANT'S CONTRACT
with the DEBTOR(S)::**

Amount of Note: \$15,721.70

Interest Rate: 22.90%

Duration: 91 MONTHS

Payment per Month: \$256.84 BIWEEKLY

Date of Default: 5/27/16 THRU 7/27/16

Amount in Arrears: \$1,309.20

Date of Notice of Default:

SPECIAL CIRCUMSTANCES:

SUBMITTED BY: JEFFREY G. SLOANE

**DEBTOR'S OFFER of "ADEQUATE
PROTECTION" for MOVANT :**

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SPECIAL CIRCUMSTANCES:

SUBMITTED BY:

SIGNATURE:

JEFFREY G. SLOANE, ESQ.
Nevada Bar No. 000784
8935 S. Pecos Road, Suite 21-A
Henderson, Nevada 89074
Telephone: (702) 269-8570
Facsimile: (702) 837-1650
Email: jeff@jsloanelaw.com
Attorneys for Creditor/Movant
CAG ACCEPTANCE, LLC

E-FILED: August 9, 2016

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In Re:)	In Proceedings Under
)	Chapter 7
WILLIAM N SOOLEY, JR.,)	
)	BK-S-16-14042-led
Debtor.)	
)	Date: September 13, 2016
)	Time: 1:30 p.m.

MOTION FOR RELIEF FROM STAY

COMES NOW, Creditor, CAG ACCEPTANCE, LLC, (hereinafter referred to as the "Creditor"), the holder of a secured claim in the above-captioned matter, by and through its attorney, Jeffrey G. Sloane, Esq. of the Law Offices of Jeffrey G. Sloane, and hereby moves this Court, pursuant to §362 of the Bankruptcy Code and Bankruptcy Rule 4001, for relief from the Automatic Stay. In support of its Motion, Creditor respectfully represents to the Court as follows:

1. On or about July 22, 2016, WILLIAM N SOOLEY, JR., (hereinafter referred to as "Debtor"), filed a voluntary petition under Chapter 7 of the Bankruptcy Code.

2. Creditor is the lienholder of a certain motor vehicle, described as a 2010 FORD EDGE SEL, VIN NO: 2FMDK3JC8ABA11555, in which Creditor holds a perfected security interest. True and correct copies of the Certificate of Title and Simple Interest Vehicle Contract and Security Agreement (hereinafter referred to as "Contract") is attached hereto and incorporated herein by this reference as Exhibits "1" and "2", respectively.

1 3. On or about September 21, 2015, the Debtor executed the Contract and agreed to pay
2 Creditor 91 equal bi-weekly installment payments in the amount of \$256.84. Debtor also agreed,
3 pursuant to the Contract, to maintain adequate insurance to protect Creditor's interest in said vehicle.
4

5 4. That the balance currently due and owing to Creditor is \$14,637.57, exclusive of fees
6 and costs.

7 5. That the Debtor is post-petition past due for the months of May 27, 2016 through and
8 including July 27, 2016, in the amount of \$1,309.20, exclusive of fees and costs.

9 6. The present and approximate fair market value of said vehicle is \$11,025.00.

10 7. Creditor's interests are inadequately protected to the extent that the vehicle
11 depreciates in value with the passing of time. Furthermore, Creditor's risk of loss continues to grow
12 by virtue of the fact that the Debtor has failed to remain current with the monthly payments due to
13 the Creditor pursuant to the terms of the Contract.
14

15 8. The Court, pursuant to 11 U.S.C. §362(d), may grant relief from the Automatic Stay
16 for cause, or where there is no equity in the property and such property is not necessary to an
17 effective reorganization. Creditor contends that the Debtor's failure to make timely payments
18 pursuant to the Contract is an appropriate and compelling reason to grant relief from stay where, as
19 here, there is no equity cushion to sustain and justify retention of the vehicle by the Debtor. Creditor
20 further contends that timely contractual payments represent the only method by which it may be
21 adequately protected in the present matter.
22

23 9. Based upon the foregoing, Creditor's security interest in said vehicle has been
24 jeopardized and will remain in jeopardy if the Automatic Stay is not terminated, thereby allowing
25 Creditor to secure and liquidate its collateral to avoid further loss and damage.
26
27

1 **WHEREFORE**, Creditor prays that the Court enter an Order terminating the Automatic Stay
2 pursuant to 11 U.S.C. §362 and waive the 14-day period set forth in the Bankruptcy Rule 4001 (a)(3)
3 as to the Debtor and Debtor's Estate so that Creditor may pursue its rights and remedies provided
4 in the Contract and under applicable law.
5

6 DATED this 9th day of August, 2016.

7
8 BY /s/JEFFREY G. SLOANE, ESQ.
9 JEFFREY G. SLOANE, ESQ.
10 Nevada Bar No. 000784
11 8935 S. Pecos Road, Suite 21-A
12 Henderson, Nevada 89074
13 Attorney for Creditor
14 CAG ACCEPTANCE, LLC

15 C:\Client Matters\CAG Acceptance LLC 76\Sooley, William 10868\Notes and Memos\PBKMLS1 Debtor.wpd
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EXHIBIT 1

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STATE OF NEVADA							
DEPARTMENT OF MOTOR VEHICLES							
CERTIFICATE OF TITLE							
VIN 2FMDK3JC8ABA11555	YEAR 2010	MAKE FORD	MODEL EDGE SEL	VEHICLE BODY T4W	TITLE NUMBER NV008187420		
DATE ISSUED 11/05/2015	ODOMETER MILES 107828	FUEL TYPE G	SALES TAX PD	EMPTY WT	GROSS WT	GVWR	
VEHICLE COLOR	ODOMETER BRAND ACTUAL MILES	BRANDS					
OWNER(S) NAME AND ADDRESS SOOLEY WILLIAM N JR 3648 HALEAKALA DR LAS VEGAS NV 89122-3928							
LIENHOLDER NAME AND ADDRESS CAG ACCEPTANCE L.L.C. PO BOX 40488 MESA AZ 85274-0488							
LIENHOLDER RELEASE - INTEREST IN THE VEHICLE DESCRIBED ON THIS TITLE IS HEREBY RELEASED:							
SIGNATURE OF AUTHORIZED AGENT			DATE				
PRINTED NAME OF AGENT AND COMPANY							
FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT. The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):							
Printed Full Legal Name of Buyer				Nevada Driver's License Number or Identification Number			
				<input type="checkbox"/> AND <input type="checkbox"/> OR			
Printed Full Legal Name of Buyer				Nevada Driver's License Number or Identification Number			
Address				City		State	
I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.				Zip Code			
<div style="border: 1px solid black; padding: 2px; display: inline-block;"> NO TENTHS </div>				<input type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY. <input type="checkbox"/> Exempt - Model year over 9 years old.			
ODOMETER READING							
Signature of Seller(s)/Agent/Dealership				Printed Name of Seller(s)/Agent/Dealership			
I am aware of the above odometer certification made by the seller/agent. <input type="checkbox"/>				Dealer's License Number _____ Date of Sale _____			
Signature of Buyer				Printed Full Legal Name of Buyer			
ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES, THE PERSON NAMED HEREON IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE, SUBJECT TO LIEN AS SHOWN.				CONTROL NO. 2959801C (THIS IS NOT A TITLE NO.)			
VP-2 (Rev. 8/10)				<div style="border: 1px solid black; padding: 5px; display: inline-block;"> STATE OF NEVADA </div>			
ALTERATION OR ERASURE VOIDS THIS TITLE							

EXHIBIT 2

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SIMPLE INTEREST VEHICLE CONTRACT FOR SALE AND SECURITY AGREEMENT

SECTION A: Buyer(s): WILLIAM N. SOOLEY, JR. CREDITOR: CHRYSLER CREDIT CORPORATION
 Address: 3648 HALEKALA City: HENDERSON County: CLARK
 City: LAS VEGAS County: CLARK State: NV Zip: 89122-0000 Phone: (702) 598-3000
 State: NV Zip: 89014
 Bus. Phone: (702) 454-6122 Res. Phone: (702) 290-9179
 Stock No.: PC1218 Salesman: HOUSE SALESMAN Date: 09/21/15

SECTION B: DISCLOSURE MADE IN COMPLIANCE WITH FEDERAL TRUTH IN LENDING ACT.

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 22.900 %		Your Payment Schedule will be: (e) means an estimate Number of payments: 91 Amount of payments: 256.84 When payments are due: B1-WEEKLY BEGINNING: 11/05/15	
FINANCE CHARGE The dollar amount the credit will cost you. \$ 7,650.74		INSURANCE AND DEBT CANCELLATION: Credit life insurance, credit disability insurance and debt cancellation coverage, which is also known as GAP coverage, are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.	
Amount Financed The amount of credit provided to you or on your behalf. \$ 15,721.70		Credit life: \$ N/A I want credit life insurance: <input checked="" type="checkbox"/> Signature: <i>[Signature]</i> Joint credit life: \$ N/A We want joint credit life insurance: <input checked="" type="checkbox"/> Signature: <i>[Signature]</i> Credit disability: \$ N/A I want credit disability insurance: <input checked="" type="checkbox"/> Signature: <i>[Signature]</i> Credit life and disability: \$ N/A I want credit life and disability insurance: <input checked="" type="checkbox"/> Signature: <i>[Signature]</i> Joint credit life and disability: \$ N/A We want joint credit life and disability insurance: <input checked="" type="checkbox"/> Signature: <i>[Signature]</i> Debt cancellation coverage (GAP coverage): \$ 285.00 I want debt cancellation coverage (GAP coverage): <input checked="" type="checkbox"/> Signature: <i>[Signature]</i>	
Total of Payments The amount you will have paid after you have made all payments as scheduled. \$ 23,372.44		You may obtain property insurance from anyone you want that is acceptable to the Creditor on page 1 of 2. If you get the insurance from the Creditor, you will pay \$ N/A and the term of the insurance will be N/A.	
Total Sales Price The total cost of your purchase on credit, including your down payment of \$ 1,400.00. \$ 24,772.44		SECURITY: You are giving a security interest in the goods or property being purchased. <input checked="" type="checkbox"/> If checked, you are giving a security interest in the goods or property being purchased. N/A LATE CHARGE: If a payment is more than 10 days late, you will be charged \$15 or 8 percent of the payment, whichever is less. PREPAYMENT: If you pay off early, you will not have to pay a penalty.	

SECTION C: ITEMIZATION OF AMOUNT FINANCED. SECTION D: VEHICLE RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT.

1. Vehicle Selling Price \$ 14,848.34
 Plus: Documentary Fee \$ 488.00
 (This charge represents costs and profit to the dealer for items such as inspecting, cleaning, adjusting vehicles, and preparing documents related to the sale.)
 Plus: Emissions Inspection Fee \$ 41.50
 Plus: Other \$ N/A
 Plus: Other \$ N/A
 Plus: Other \$ N/A
 Total Taxable Selling Price \$ 15,377.84
 2. Total Sales Tax \$ 1,245.61
 3. Amounts Paid to Public Officials
 a. Title Fee \$ 28.25
 b. Registration Fee \$ N/A
 c. Other \$ N/A
 Total Official Fees (Add 3a through 3c) \$ 28.25
 4. Optional, nontaxable, fees or charges \$ 185.00
 a. \$ N/A
 b. \$ N/A
 c. \$ N/A
 d. \$ N/A
 e. \$ N/A
 f. \$ N/A
 Total Optional, nontaxable, fees or charges (Add 4a through 4f) \$ 185.00
 5. TOTAL CASH SALES PRICE \$ N/A
 6. Gross Trade-In Allowance \$ N/A
 Year Make Model VIN
 Less: Prior Credit or Lease Balance \$ N/A
 Net Trade-In Allowance \$ 0.00
 (If negative, enter 0 and see line 11a)
 7. Down Payment (Other Than Net Trade-In Allowance) \$ N/A
 a. Trade-In Sales Tax Credit \$ 1,400.00
 b. Cash \$ N/A
 c. Manufacturer's Rebate \$ N/A
 d. Deferred Down Payment \$ N/A
 e. Other \$ N/A
 Down Payment (Add 7a through 7e) \$ 1,400.00
 8. TOTAL DOWN PAYMENT AND NET TRADE-IN ALLOWANCE (Add 6 and 7) \$ 1,400.00
 9. UNPAID BALANCE OF CASH SALES PRICE (Subtract 8 from 5) \$ 15,436.78
 10. Plus Optional Insurance and Debt Cancellation Charges:
 a. Credit Life Insurance Premium Paid to () Term () \$ N/A
 b. Credit Disability Insurance Premium Paid to () Term () \$ N/A
 c. Debt Cancellation Coverage (GAP Coverage) Paid to () Term () \$ 285.00
 d. Other Insurance Paid to () Term () \$ N/A
 Total Optional Insurance and Debt Cancellation Charges (Add 10a through 10d) \$ 285.00
 11. Other Amounts Financed:
 a. Prior Credit or Lease Balance Paid to () \$ N/A
 b. Paid to () \$ N/A
 c. Paid to () \$ N/A
 Total Other Amounts Financed (Add 11a through 11c) \$ N/A
 12. TOTAL AMOUNT FINANCED (Add 9, 10 and 11) \$ 15,721.70
 *Seller may retain or receive a portion of this amount.

STATE DISCLOSURE REQUIREMENTS: The provisions of Section B and Section C are incorporated into this agreement for purposes of state disclosure requirements.

Additional Terms and Conditions: The additional terms and conditions set forth in this contract are a part of this contract and are incorporated herein by reference.

OPTION: You pay no Finance Charge if the Total Amount Financed, Item No. 12, Section C, is paid in full on or before the 21 (day) of Sep (month) of 2015 (year).

SELLER'S INITIALS: *[Signature]*

SECTION E: ☒ If checked, you agree to use electronic records and electronic signatures to document this contract. Your electronic signatures on electronic records will have the same effect as signatures on paper documents. We may designate one authoritative copy of this contract. If we do, the authoritative copy will be the electronic copy in a document management system we designate for storing authoritative copies. We may convert the authoritative copy to a paper original. We will do so by printing one paper copy marked "Original." This paper original will have your electronic signature on it. It will have the same effect as if you had signed it originally on paper.

If you agree to use electronic records and electronic signatures, we will comply with all applicable federal, state and local law and regulations.

UPON ENTERING INTO THIS CONTRACT, YOU WILL RECEIVE A PAPER COPY OF THE ORIGINAL CONTRACT ELECTRONICALLY SIGNED AND COMPLETE WITH ALL TERMS, CONDITIONS AND DISCLOSURES TO TAKE WITH YOU.

NOTICE TO BUYER
 Do not sign this agreement before you read it or if it contains any blank spaces. You are entitled to a completed copy of this agreement. If you pay the amount due before the scheduled date of maturity of the indebtedness and you are not in default in the terms of the contract for more than 2 months, you are entitled to a refund of the unearned portion of the finance charge. If you fail to perform your obligations under this agreement, the vehicle may be repossessed and you may be liable for the unpaid indebtedness evidenced by this agreement.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle on page 1 of 2, federal regulation may require a special buyer's guide to be displayed on the window.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM COVERS ANY CONTRADICTORY PROVISIONS IN THE CONTRACT OF SALE.

The text of the preceding two paragraphs is set forth below in Spanish:
 Si usted está comprando un vehículo usado mediante este contrato según la descripción del vehículo en la página 1 de 2, la ley federal podrá exigir que la ventanilla demuestre una guía especial para el comprador.

LA INFORMACIÓN QUE USTED VE EN LA FORMA DE VENTANILLA PARA ESTE VEHÍCULO ES PARTE DE ESTE CONTRATO. LA INFORMACIÓN EN LA FORMA DE VENTANILLA DOMINA CUALQUIER ESTIPULACIÓN CONTRARIA EN EL CONTRATO DE VENTA.

BUYER AND CO-BUYER ACKNOWLEDGE RECEIPT OF A TRUE AND COMPLETELY FILLED-IN PAPER COPY OF THIS CONTRACT AND THE DISCLOSURE ON PAGE 1 OF 2 AT THE TIME OF SIGNING.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS OTHERWISE INDICATED IN SECTION C.

Buyer: *[Signature]* Date: 09/21/15
 Creditor: *[Signature]* Date: 09/21/15 By: *[Signature]* Title: *[Signature]*

LAW FORM NO. 553-NV REV. 10/13
 ©2013 National and Nevada Trade Association. TRADES AND SERVICES. 1-800-344-0000. 1-800-531-0000
 THE REGISTRATION AND RECORDS DEPARTMENT OF REVENUE HAS REVIEWED THIS CONTRACT FOR COMPLIANCE WITH THE REGISTRATION AND RECORDS ACT AND HAS FOUND IT TO BE IN COMPLIANCE WITH THE REGISTRATION AND RECORDS ACT.

Default: If you default in the performance this agreement, because (1) you fail to make a payment later than 30 days past the date required by the agreement, or (2) the prospect of payment, performance or realization of collateral is significantly impaired (the burden of establishing the prospect of significant impairment is on the Seller), then the Seller shall have the right to take possession of the vehicle, whether or not you are in possession of the vehicle, and to sell the vehicle to a third party in the immediate possession of the vehicle. Upon taking possession of the vehicle and giving notice as provided by law, if you do not redeem the vehicle, we will sell it at public or private sale. We may purchase the vehicle at any sale. The proceeds of the sale will be applied first to the expenses of retaking, reconditioning, storing and selling the vehicle. If the proceeds of the sale are not sufficient to pay the expenses of retaking, reconditioning, storing and selling the vehicle, we will be entitled to recover the balance of the debt over (surplus), it will be paid to you if a balance still remains owing, you promise to pay that balance upon demand. If you default or breach this agreement, you agree to pay finance charges at the Annual Percentage Rate shown on page 1 of this bill until all sums owing are paid in full. Our remedies are cumulative and taking of any action by you shall not constitute a waiver of any other remedy available to us. If you do not pay the finance charges, we will sue you for the finance charges. If you default under this agreement, if this is filed, you agree that attorney's fees and costs will be awarded to the prevailing party. If the vehicle is repossessed, we may store the property personally found in the vehicle for your account and at your expense and, if you do not claim property within 90 days after the repossession, we may dispose of the property.

Demand for Full Payment and Additional Remedies on Default: If you default under this contract, at the time of the default or any time after default (if the default has not been cured previously) we may require immediate payment of the unpaid portion of the amount you owe us. If there is any money left over (surplus), it will be paid to you. On any default, we will have all the remedies of a secured party under the Uniform Commercial Code. If the cash price on page 1 of 2 is \$1,000 or less, you will not be personally liable for any delinquency, interest or a sale after repossession.

Ownership of the Collateral: You represent that there are no liens, claims or encumbrances on the Collateral except for the security interest you grant by this contract to us and you further represent that you have executed no financing statement covering the Collateral except for one relating to this contract.

Location and Use of Collateral: You agree to notify us in writing of any change of your address or of any change in the location of the Collateral. Unless you first have received our written consent, you may not permanently take the Collateral out of the State shown in Section D in the section entitled "Address Where Collateral Will Be Located" and you may not sell, lease or otherwise dispose of the Collateral or any part of it by any means. You will comply with all laws, ordinances, regulations and orders relating to the Collateral. You will keep the Collateral in good condition and will not alter or substantially modify it or conceal it. You will not allow any other security interest on the Collateral besides the security interest granted to us under this contract.

Taxes: You are responsible for and will pay when due all taxes and assessments levied on the Collateral. If you fail to do so, we may pay any such tax or assessment on your behalf. An amount equal to that which we paid will be added to the Total of Payments then owing, and you will be charged a finance charge on the amount we paid at the highest lawful contract rate.

[illegible]

LIABILITY INSURANCE IS NOT REQUIRED BY THIS CONTRACT. YOU HAVE THE RIGHT TO CHOOSE THE PERSON THROUGH WHOM LIABILITY INSURANCE IS TO BE OBTAINED.

Information to Insurance Company or Agent: You give your permission to furnish any information about the Collateral or any information about insurance policies on the Collateral to an insurance agent or company.

Credit Life Insurance, Credit Disability Insurance and Debt Cancellation Coverage (GAP Coverage): If you indicated in Section B that you want optional credit life insurance, credit disability insurance or debt cancellation coverage (GAP coverage), or any combination thereof, you agree to pay for such insurance at the premium shown in Section B.

NO WARRANTIES: THE SELLER MAKES NO REPRESENTATIONS, PROMISES OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE COLLATERAL OR WHETHER THE COLLATERAL IS SUITABLE OR FIT FOR THE PARTICULAR PURPOSES OF THE BUYER. THE SELLER'S OBLIGATION TO THE BUYER IS LIMITED TO THE OBLIGATION TO DELIVER TO THE BUYER THE COLLATERAL AS THE ORIGINAL SELLER OF THE COLLATERAL, HOWEVER, THE SELLER MAKES NO EXPRESS WARRANTY IN THIS CONTRACT ENTERED IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE SELLER OR, WITHIN 90 DAYS AFTER THE DATE OF THIS CONTRACT, THE SELLER ENTERS INTO A SERVICE CONTRACT WITH THE BUYER THAT APPLIES TO THE COLLATERAL, THE EXCLUSION OF IMPLIED WARRANTIES IS NOT LIMITED TO THE COLLATERAL, BUT EXTENDS TO THE SERVICE CONTRACT. THE SELLER'S OBLIGATION WITH RESPECT TO THE COLLATERAL DURING THE TERM OF THE CONTRACT OR AGREEMENT IN WHICH THE EXPRESS WARRANTY IS MADE:

Notices: Any notice we have to give you pursuant to the Uniform Commercial Code will be reasonable if we send it to your address shown in Section D in the section entitled "Your Address After Receipt of Possession of Collateral" at least 5 days before the event with respect to which notice is required unless we have actual knowledge of a change in your address and, in that event, the notice will be reasonable if we send it to the changed address.

Time is of the Essence: You understand that all payments that are required must be made on the day due.

Exercising our Rights: We can, without notice, delay enforcing our rights or exercise only part of them, without losing them, or waive a right we have to one Buyer without waiving it as to the other(s).

Meaning of Words: In this contract the words "you" and "your" means each and all those who sign this contract as Buyers or Co-Buyers, and their heirs, executors, administrators, successors and assigns. The words "we," "us," and "ours" means the Creditor shown on page 1 of 2 in Section A, and if this contract is assigned, its successors and assigns and any other holder of this contract.

Governing Law: This contract has been delivered in the State of Creditor's place of business and will be governed by the laws of that State and applicable federal law.

[illegible]

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

If you are buying a used vehicle with this contract, as indicated in the description of the vehicle on page 1 of 2, federal regulation may require a special buyer's guide to be displayed on the window.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

Assignment: Seller may transfer this contract to another person ("Assignee"). That person will have all of Seller's rights, privileges and remedies. The Seller may assign this contract electronically. Contact Assignee about this contract at **CAG ACCEPTANCE LLC**

Seller Signs: _____
By: _____
Title: _____
CHAPMAN CJ
FINANCE MANAGER

[illegible]

In the event any warranty shall be breached or any representation shall be false, Seller shall, upon demand and irrespective of whether the contract is then in default, repurchase the contract from Assignees at a price equal to the unpaid balance of the contract plus accrued interest, or such other amount agreed to by Seller and Assignee in a separate agreement as in effect on the date of such demand by Assignee, plus any costs or expenses of collection, including attorney's fees, whether incurred by Assignee by suit or on appeal or otherwise. Seller waives all defenses that otherwise might have been available but nothing herein contained shall preclude Assignee from enforcing against Seller or any other remedies provided by law for misrepresentation or breach of warranty. In the event of any proceedings commenced by Assignee against Seller or any other remedies sought by Assignee, Seller agrees to pay the reasonable attorneys' fees of Assignee. If Buyer asserts as a defense, claim or counterclaim any act, omission or default by Seller, Seller shall forfeit its right to demand repurchase of the contract. The provisions of this paragraph shall bind the heirs, representatives, assigns, successors and assigns of Seller and shall inure to the benefit of the successors and assigns of Assignee. The above assignment provisions apply and are in addition to any obligations of Seller as provided in the paragraph below endorsed by Seller.

1. RECOURSE: Seller absolutely and unconditionally guarantees the prompt payment of either the total unpaid amount of the contract and any accrued interest or such other amount agreed to by Seller and Assignee in a separate agreement, together with all costs, expenses and reasonable attorney's fees incurred in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this guaranty or default of Buyer, or arising by reason of any extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security, or remedies which may be available, and waives any and all defenses arising out of the guarantor relationship.

Seller: _____ By: _____
Title: _____ Date: _____

2. REPURCHASE: In the event of default by the Buyer under any of the terms or conditions of the contract, Seller will repurchase and repurchase the Collateral, or if the Collateral has already been repurchased, Seller will repurchase the Collateral at the place of repurchase or recovery. The Collateral will be repurchased in any event at a price equal to the unpaid balance of the contract and any accrued interest, or such other amount assigned by Seller and Assignee, as a separate agreement as to effect as of the default, together with all costs, expenses and reasonable attorney's fees incurred by Assignee in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this agreement or default of Buyer, or arising by reason of extension of time given to Buyer, or by reason of any failure by Assignee to pursue Buyer or the Collateral or other property of Buyer or to resort to other security or remedies which may be available, and waives all other defenses that might otherwise have been available. At the time of repurchase, Seller shall pay to Assignee the purchase price in cash and Assignee may, at its option, require Seller to execute, without warranties, express or implied, all title retention or lien instruments and all contracts or promissory notes which Assignee then holds upon such Collateral.

Seller: _____ By: _____
Title: _____ Date: _____

3. LIMITED ENDORSEMENT: In the event of default of Buyer before Buyer shall have paid the first _____ installments under the foregoing contract, Seller may require the contract to Seller and Seller agrees, upon tender of such assignment and in consideration thereof to pay to Assignee either the then unpaid balance of the contract and any accrued interest, or such other amount agreed to by Seller and Assignee in a separate agreement signed by both of them together with all costs, expenses and reasonable attorney's fees incurred in the collection of said amount. Seller waives all defenses arising by reason of any failure to give notice of acceptance of this agreement or default of Buyer, or arising by reason of any extension of time given to Buyer, or by reason of any failure by Assignee to tender to Buyer the proceeds of the sale of the property of Buyer or to resort to other security or remedies which may be available, and Seller waives any other defenses that might otherwise have been available.

Seller: _____ By: _____
Title: _____ Date: _____

4. **WITHOUT RECOURSE:** This assignment shall be without recourse against Seller except for such obligations as are set forth in the assignment above.

Sender: _____ By: _____
Title: _____ Date: _____

FINANCE MANAGER